Plaintiff's Exhibit 466

4991 AGREEMENT

This MEMORANDUM OF UNDERSTANDING made and entered into as of the 1st day of March, 1949, between OREGON PHYSICIANS' SERVICE, an Oregon corporation, hereinafter referred to as O. P. S., and the COOPERATING PHYSICIANS OF THE COUNTIES OF HOOD RIVER, WASCO, SHERMAN AND GILLIAM WHO HOLD COOPERATING AGREEMENTS WITH O. P. S., hereinafter referred to as the Cooperating Physicians, WITNESSETH:

1. This agreement shall apply to the above-stated area and is entered into by said Cooperating Physicians who heretofore have elected, or hereafter shall elect, to become members and stockholders in O. P. S.

2. It is understood that O. P. S. has entered into, and will continue to enter into, contracts with certain industrial and other organizations, associations and corporations, individuals and families, in the above-stated area for the furnishing to the persons covered under such contracts, of medical and surgical services, hospital accommodations and services, dental and other benefits as contemplated by the corporate powers of O. P. S. and as defined in the contracts which it may enter into.

3. It is further contemplated that said Cooperating Physicians have become, or shall hereafter become, members and stockholders in O. P. S., and shall constitute the staff of physicians for the rendering of services to the persons covered by the contracts above described. This understanding is intended to set forth the restrictions and regulations pertaining to the contracts above described and the relations between O. P. S. and the said Cooperating Physicians constituting its staff in the above-stated area.

4. Any physician who shall be engaged in practice in said area and who shall be a member in good standing of the local County or District Medical Society and/or the Oregon State Medical Society, shall be eligible to become a stockholder of, and a member of the said area staff of O. P. S. Each such member shall purchase two shares of Class AA Capital Stock of O. P. S. (excepting that any member residing in a community of less than one thousand population shall purchase one share of said stock)
4992 and shall execute an individual staff agreement, a copy of which is attached hereto and by this refer-

ence made a part hereof. The price to be paid for the said capital stock shall be twenty-five dollars ($25.00) per share. No Physician shall be admitted to said area staff excepting upon due proof that he is engaged in practice in said county and upon certification that such physician is a member in good standing of the local County or District Medical Society and/or the Oregon State Medical Society.

5. Payments by O. P. S. for services rendered by members of the said area staff to persons requiring treatment under O. P. S. contracts in said county shall be made primarily according to the fee schedule or schedules which shall be agreed upon from time to time by and between the Cooperating Physicians of said area and the Board of Directors of O. P. S. Such payments for services shall be made only after charges for corporate, sales and administrative expenses, as hereinafter specified, first aid stations and nurses as may be required in the rendering of services to contracted parties in said area, hospital services, medical and surgical services in emergencies or for patients referred to physicians not participating in this agreement, stipulated medicines and drugs, ambulance services and all other services specified in O. P. S. contracts, have been paid in full. While initial payments made by O. P. S. to the Cooperating Physicians of said area for services rendered to O. P. S. contract subscribers shall be based primarily on the above-mentioned fee schedule or schedules, it is specifically agreed that full payment of services rendered to any Cooperating Physician of said area shall constitute said Cooperating Physician's full relative share of all funds available during any accounting period for the payment of services rendered by all Cooperating Physicians of said area during that period, regardless of whether such payments may be made in one or more installments. Such above-mentioned fee schedule or schedules shall be used as a basis for calculating fee payments but full payment of said area Cooperating Physicians for any accounting period may be made at a level higher or lower than such schedule or schedules in accordance with the operating experience encountered for such period.

6. The management of O. P. S., under the direction of the Board of Directors of O. P. S., is to handle and have charge of all administration and acquisition work required in connection with contracts located in the area specified herein, and all moneys representing dues on contracts

covering the business transacted in said area shall
4993 be collected and paid to O. P. S. at a place selected by it. The average statewide O. P. S. operating charge will be made by O. P. S. against all contract collections in the area, to cover the cost of professional liability insurance, licenses, reserve funds and indemnity bonds as required by the laws of Oregon, or deemed advisable by the Board of Directors of O. P. S., in maintaining the corporate structure; and to cover the actual cost of acquisition and administration of the contracts incident to the business transacted in the area.

7. It is understood that all moneys received by O. P. S. under its contracts incident to business transacted in the area, except the administrative charge above provided for, shall be used to furnish services to the persons covered under O. P. S. contracts in the area, and that all bills for stipulated medicines, hospital accommodations, and services of dentists, physicians and surgeons are to be paid from the balance of moneys collected from area contracts, in the manner above specified, after the deduction of the above described administrative charge.

8. It is further agreed that the accounts of O. P. S. relative to its business in the area shall be kept separate and distinct from all of its other business and that no part of the income from the area shall be applied to the payment of any expenses of administration and acquisition relative to any other business one by O. P. S., or be diverted to the payment of bills for services to subscribers under O. P. S. contracts in other areas not involved in this agreement. O. P. S. shall not be required to pay any expenses, bills or charges of any nature arising from its area operations, except from moneys received from the operations of O. P. S. in the area.

9. This MEMORANDUM OF UNDERSTANDING shall be kept in full force and effect for the period of one year beginning with the date first hereinabove written, but may be continued thereafter from year to year by agreement of the parties hereto. It may be terminated by either party hereto, effective at any future date, by the giving of written notice of such termination by one party to the other party at least ninety (90) days prior to such termination date.

In the event of such termination, the physicians
4994 participating hereunder nevertheless agree to render services under the contracts of O. P. S. in the

above-stated area in accordance with this memorandum until such time as all contractual obligations of O. P. S. in the area have expired.

IN WITNESS WHEREOF Oregon Physicians' Service has caused this MEMORANDUM OF UNDERSTANDING to be duly executed by its President and Secretary as of the day and year first hereinabove written.

OREGON PHYSICIANS' SERVICE

By (Signed) D. R. Ross
President

(Signed) C. I. DRUMMOND M.D.
By C. I. Drummond
Secretary

The cooperating Physicians of the Counties of Hood River, Wasco, Sherman and Gilliam have indicated their approval of this MEMORANDUM OF UNDERSTANDING as of the 11 day of April, 1949.

COOPERATING PHYSICIANS OF THE COUNTIES OF HOOD RIVER, WASCO, SHERMAN AND GILLIAM

By (Signed) PAUL R. VOGT
President

By (Signed) STANLEY E. WELLS
Secretary

Plaintiff's Exhibit 467

4995 AGREEMENT

This MEMORANDUM OF UNDERSTANDING made and entered into as of the 1 day of Aug., 1948, between OREGON PHYSICIANS' SERVICE, an Oregon corporation, hereinafter referred to as O. P. S., and the COOPERATING PHYSICIANS OF the Counties of—Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa

WHO HOLD COOPERATING AGREEMENTS WITH O. P. S., hereinafter referred to as the Cooperating Physicians, WITNESSETH:

1. This agreement shall apply to the above-stated area and is entered into by said Cooperating Physicians who

heretofore have elected, or hereafter shall elect, to become members and stockholders in O. P. S.

2. It is understood that O. P. S. has entered into, and will continue to enter into, contracts with certain industrial and other organizations, associations and corporations, individuals and families, in the above-stated area for the furnishing to the persons covered under such contracts, of medical and surgical services, hospital accommodations and services, dental and other benefits as contemplated by the corporate powers of O. P. S. and as defined in the contracts which it may enter into.

3. It is further contemplated that said Cooperating Physicians have become, or shall hereafter become, members and stockholders in O. P. S., and shall constitute the staff of physicians for the rendering of services to the persons covered by the contracts above described. This understanding is intended to set forth the restrictions and regulations pertaining to the contracts above described and the relations between O. P. S. and the said Cooperating Physicians constituting its staff in the above-stated area.

4. Any physician who shall be engaged in practice in said area and who shall be a member in good standing of the local County or District Medical Society and/or the Oregon State Medical Society, shall be eligible to become a stockholder of, and a member of the said area staff of O. P. S. Each such member shall purchase two shares of Class AA Capital Stock of O. P. S. (excepting that any member residing in a community of less than one thousand
4996 population shall purchase one share of said stock) and shall execute an individual staff agreement, a copy of which is attached hereto and by this reference made a part hereof. The price to be paid for the said capital stock shall be twenty-five dollars ($25.00) per share. No physician shall be admitted to said area staff excepting upon due proof that he is engaged in practice in said county and upon certification that such physician is a member in good standing of the local County or District Medical Society and/or the Oregon State Medical Society.

5. Payments by O. P. S. for services rendered by members of the said area staff to persons requiring treatment under O. P. S. contracts in said county shall be made primarily according to the fee schedule or schedules which shall be agreed upon from time to time by and between the Cooperating Physicians of said area and the Board of

Directors of O. P. S. Such payments for services shall be made only after charges for corporate, sales and administrative expenses, as hereinafter specified, first aid stations and nurses as may be required in the rendering of services to contracted parties in said area, hospital services, medical and surgical services in emergencies or for patients referred to physicians not participating in this agreement, stipulated medicines and drugs, ambulance services and all other services specified in O. P. S. contracts, have been paid in full. While initial payments made by O. P. S. to the Cooperating Physicians of said area for services rendered to O. P. S. contract subscribers shall be based primarily on the above-mentioned fee schedule or schedules, it is specifically agreed that full payment of services rendered to any Cooperating Physician of said area shall constitute said Cooperating Physician's full relative share of all funds available during any accounting period for the payment of services rendered by all Cooperating Physicians of said area during that period, regardless of whether such payments may be made in one or more installments. Such above-mentioned fee schedule or schedules shall be used as a basis for calculating fee payments but full payment of said area Cooperating Physicians for any accounting period may be made at a level higher or lower than such schedule or schedules in accordance with the operating experience encountered for such period.

4997 6. The management of O. P. S., under the direction of the Board of Directors of O. P. S., is to handle and have charge of all administration and acquisition work required in connection with contracts located in the area specified herein, and all moneys representing dues on contracts covering the business transacted in said area shall be collected by and paid to O. P. S. at a place selected by it. The average statewide O. P. S. operating charge will be made by O. P. S. against all contract collections in the area, to cover the cost of professional liability insurance, licenses, reserve funds and indemnity bonds as required by the laws of Oregon, or deemed advisable by the Board of Directors of O. P. S., in maintaining the corporate structure; and to cover the actual cost of acquisition and administration of the contracts incident to the business transacted in the area.

7. It is understood that all moneys received by O. P. S. under its contracts incident to business transacted in the area, except the administrative charge above provided for,

shall be used to furnish services to the persons covered under O. P. S. contracts in the area, and that all bills for stipulated medicines, hospital accommodations, and services of dentists, physicians and surgeons are to be paid from the balance of moneys collected from area contracts, in the manner above specified, after the deduction of the above described administrative charge.

8. It is further agreed that the accounts of O. P. S. relative to its business in the area shall be kept separate and distinct from all of its other business and that no part of the income from the area shall be applied to the payment of any expenses of administration and acquisition relative to any other business done by O. P. S., or be diverted to the payment of bills for services to subscribers under O. P. S. contracts in other areas not involved in this agreement. O. P. S. shall not be required to pay any expenses, bills or charges of any nature arising from its area operations, except from moneys received from the operations of O. P. S. in the area.

9. This MEMORANDUM OF UNDERSTANDING shall be in full force and effect for the period of one year beginning with the date first hereinabove written, but may be continued thereafter from year to year by agreement of the parties hereto. It may be terminated by either party hereto, effective at any future date, by the giving of written notice of such termination by one party to the other party at least ninety (90) days prior to such termination date. In the event of such termination, the physicians participating hereunder nevertheless agree to render services under the contracts of O. P. S. in the above-stated area in accordance with this memorandum until such time as all contractual obligations of O. P. S. in the said area have expired.

4998

IN WITNESS WHEREOF Oregon Physicians' Service has caused this MEMORANDUM OF UNDERSTANDING to be duly executed by its President and Secretary as of the day and year first hereinabove written.

OREGON PHYSICIANS' SERVICE

By (Signed) D. R. Ross
President

By (Signed) J. P. BRENNAN
Acting Secretary

The Cooperating Physicians of the Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Oregon have indicated their approval of this MEMORANDUM OF UNDERSTANDING as of the 28th day of August, 1948.

COOPERATING PHYSICIANS OF THE COUNTIES OF BAKER, GRANT, HARNEY, MALHEUR, MORROW, UMATILLA, UNION, WALLOWA

By (Signed) EDWIN G. KIRBY
President

By (Signed) (Illegible)
Secretary

4999 OREGON PHYSICIANS' SERVICE

COOPERATING PHYSICIAN'S AGREEMENT

This agreement made and entered into by and between the OREGON PHYSICIANS' SERVICE, an Oregon Corporation, and the undersigned PHYSICIAN, WITNESSETH:

That for and in consideration of the mutual benefits that will accrue to each of the parties hereto and to the Medical Profession of the State of Oregon, it is hereby agreed that the compensation to be paid by OREGON PHYSICIANS' SERVICE and accepted by PHYSICIAN for medical or surgical service which PHYSICIAN may render to OREGON PHYSICIANS' SERVICE subscribers from time to time, shall be as follows:

1. Charges by PHYSICIAN for services rendered to subscribers to OREGON PHYSICIANS' SERVICE, shall be initially based upon the fee schedule approved by the Directors of OREGON PHYSICIANS' SERVICE; provided, however, that said charges shall be subject to the approval of OREGON PHYSICIANS' SERVICE; and provided, further, that settlements between OREGON PHYSICIANS' SERVICE and PHYSICIAN shall be quarterly unless it should be decided by OREGON PHYSICIANS' SERVICE to make such payments monthly.
2. As full consideration for services rendered by PHYSICIAN hereunder, OREGON PHYSICIANS' SERVICE agrees to pay, and PHYSICIAN agrees to accept, such percentage of PHYSICIAN'S base fees for services rendered hereunder during each quarterly period as the total

net income of OREGON PHYSICIANS' SERVICE during such quarterly period bears to the total fees of all OREGON PHYSICIANS' SERVICE physicians charged and approved hereunder during such period. Settlement made each period shall be final with respect to all charges of each physician made and approved hereunder during such period. It is further agreed that present or future OREGON PHYSICIANS' SERVICE Divisional Agreements involving separate actuarial pooling of funds shall not be involved or affected by this agreement.

This agreement may be terminated with respect to either party hereto by either party giving to the other, ninety (90) days notice in writing.

PHYSICIAN requests that his relationship to OREGON PHYSICIANS' SERVICE be as indicated below: (Please check ONE.)

1. General staff .....
2. Consulting staff only .....
   Specialty .....
3. Available for service to own patients only—name not to be included in published staff list .....
4. Approve the organization, but not available for service by reason of type of specialty practice, or governmental or institutional employment .....

Executed on behalf of OREGON PHYSICIANS' SERVICE this ..... day of ....., 19....., and by the undersigned PHYSICIAN on the date indicated after his signature hereto.

..... OREGON PHYSICIANS' SERVICE

Physician

..... By .....

Address General Manager

.....

Date

Please complete and sign both copies and mail to OREGON PHYSICIANS' SERVICE, 471 Pittock Block, Portland 5, Oregon. A fully executed copy will be returned for your records.

Plaintiff's Exhibit 468

5000

AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING made and entered into as of the 1st day of March, 1949, between OREGON PHYSICIANS' SERVICE, an Oregon corporation, hereinafter referred to as O. P. S., and the COOPERATING PHYSICIANS OF MARION-POLK COUNTY WHO HOLD COOPERATING AGREEMENTS WITH O. P. S., hereinafter referred to as the Cooperating Physicians; WITNESSETH:

1. This agreement shall apply to the above-stated area and is entered into by said Cooperating Physicians who heretofore have elected, or hereafter shall elect, to become members and stockholders in O. P. S.

2. It is understood that O. P. S. has entered into, and will continue to enter into, contracts with certain industrial and other organizations, associations and corporations, individuals and families, in the above-stated area for the furnishing to the persons covered under such contracts, of medical and surgical services, hospital accommodations and services, dental and other benefits as contemplated by the corporate powers of O. P. S. and as defined in the contracts which it may enter into.

3. It is further contemplated that said Cooperating Physicians have become, or shall hereafter become, members and stockholders in O. P. S., and shall constitute the staff of physicians for the rendering of services to the persons covered by the contracts above described. This understanding is intended to set forth the restrictions and regulations pertaining to the contracts above described and the relations between O. P. S. and the said Cooperating Physicians constituting its staff in the above-stated area.

4. Any physician who shall be engaged in practice in said area and who shall be a member in good standing of the Marion-Polk County Medical Society and/or the Oregon State Medical Society, shall be eligible to become a stockholder of, and a member of the said area staff of O. P. S. Each such member shall purchase two shares of Class AA Capital Stock of O. P. S. (excepting that any member residing in a community of less than one thousand population shall purchase one share of said stock) and shall execute an individual staff agreement, a copy of which is attached hereto and by this reference made a part hereof.

The price to be paid for the said capital stock shall be twenty-five dollars ($25.00) per share. No physician shall be admitted to said area staff excepting upon due proof that he is engaged in practice in said county and upon certification that such physician is a member in good standing of the Marion-Polk County Medical Society and/or the Oregon State Medical Society.

5. Payments by O. P. S. for services rendered by members of the said area staff to persons requiring treatment under O. P. S. contracts in said county shall be made primarily according to the fee schedule or schedules which shall be agreed upon from time to time by and between the Cooperating Physicians of said area and the Board of Directors of O. P. S. Such payments for services shall be made only after charges for corporate, sales and administrative expenses, as hereinafter specified, first aid stations and nurses as may be required in the rendering of services to contracted parties in said area, hospital services, medical and surgical services in emergencies or for patients referred to physicians not participating in this agreement, stipulated medicines and drugs, ambulance services and all other services specified in O. P. S. contracts, have been paid in full. While initial payments made by O. P. S. to the Cooperating Physicians of said area for services rendered to O. P. S. contract subscribers shall be based primarily on the above-mentioned fee schedule or schedules, it is specifically agreed that full payment of services rendered to any Cooperating Physician of said area shall constitute said Cooperating Physician's full relative share of all funds available during any accounting period for the payment of services rendered by all Cooperating Physicians of said area during that period, regardless of whether such payments may be made in one or more installments. Such above-mentioned fee schedule or schedules shall be used as a basis for calculating fee payments but full payment of said area Cooperating Physicians for any accounting period may be made at a level higher or lower than such schedule or schedules in accordance with the operating experience encountered for such period.

5001 6. The management of O. P. S., under the direction of the Board of Directors of O. P. S. is to handle and have charge of all administration and acquisition work required in connection with contracts located in the area specified herein, and all moneys representing dues on contracts covering the business transacted in said area shall

be collected by and paid to O. P. S. at a place selected by it. The average statewide O. P. S. operating charge will be made by O. P. S. against all contract collections in the area, to cover the cost of professional liability insurance, licenses, reserve funds and indemnity bonds as required by the laws of Oregon, or deemed advisable by the Board of Directors of O. P. S., in maintaining the corporate structure; and to cover the actual cost of acquisition and administration of the contracts incident to the business transacted in the area.

7. It is understood that all moneys received by O. P. S. under its contracts incident to business transacted in the area, except the administrative charge above provided for, shall be used to furnish services to the persons covered under O. P. S. contracts in the area, and that all bills for stipulated medicines, hospital accommodations, and services of dentists, physicians and surgeons are to be paid from the balance of moneys collected from area contracts, in the manner above specified, after the deduction of the above described administrative charge.

8. It is further agreed that the accounts of O. P. S. relative to its business in the area shall be kept separate and distinct from all of its other business and that no part of the income from the area shall be applied to the payment of any expenses of administration and acquisition relative to any other business done by O. P. S., or be diverted to the payment of bills for services to subscribers under O. P. S. contracts in other areas not involved in this agreement. O. P. S. shall not be required to pay any expenses, bills or charges of any nature arising from its area operations, except from moneys received from the operations of O. P. S. in the area.

9. This MEMORANDUM OF UNDERSTANDING shall be kept in full force and effect for the period of one year beginning with the date first hereinabove written, but may be continued thereafter from year to year by agreement of the parties hereto. It may be terminated by either party hereto, effective at any future date, by the giving of written notice of such termination by one party to the other party at least ninety (90) days prior to such termination date. In the event of such termination, the physicians participating hereunder nevertheless agree to render services under the contracts of O. P. S. in the above-stated area in accordance with this memorandum until such time as all contractual obligations of O.P.S. in the said area have expired.

IN WITNESS WHEREOF Oregon Physicians' Service has caused this MEMORANDUM OF UNDERSTANDING to be duly executed by its President and Secretary as of the day and year first hereinabove written.

OREGON PHYSICIANS' SERVICE

by (Signed) D. R. Ross
D. R. Ross
President

by (Signed) C. I. DRUMMOND
C. I. Drummond
Secretary

The Cooperating Physicians of MARION-POLK County, Oregon have indicated their approval of this MEMORANDUM OF UNDERSTANDING as of the 1st day of March, 1949.

COOPERATING PHYSICIANS OF MARION-POLK COUNTY

by (Signed) J. L. SEARS
President

by (Signed) William C. (Illegible)
Secretary

5002 RIDER

March 1, 1949

It is understood and mutually agreed that all monies received by Oregon Physicians' Service under its contracts which have previously to this date been credited to what is known as the Central Pool be retained separately until July 1, 1949, and at such time the Central Pool will be incorporated into the terms of this agreement to be known as the MARION-POLK Pool.

Plaintiff's Exhibit 469

5003 AGREEMENT

This MEMORANDUM OF UNDERSTANDING made and entered into as of the 1st day of August, 1948, between OREGON PHYSICIANS' SERVICE, an Oregon corporation, hereinafter referred to as O. P. S., and the CO-OPERATING PHYSICIANS OF JOSEPHINE COUNTY WHO HOLD COOPERATING AGREEMENTS WITH

O. P. S., hereinafter referred to as the Cooperating Physicians, WITNESSETH:

1. This agreement shall apply to the area of JOSEPHINE COUNTY, Oregon, and is entered into by said Cooperating Physicians who heretofore have elected, or hereafter shall elect, to become members and stockholders in O. P. S.

2. It is understood that O. P. S. has entered into, and will continue to enter into, contracts with certain industrial and other organizations, associations and corporations, individuals and families, in the area of JOSEPHINE COUNTY, Oregon for the furnishing to the persons covered under such contracts, of medical and surgical services, hospital accommodations and services, dental and other benefits as contemplated by the corporate powers of O. P. S. and as defined in the contracts which it may enter into.

3. It is further contemplated that said Cooperating Physicians have become, or shall hereafter become, members and stockholders in O. P. S., and shall constitute the staff of physicians for the rendering of services to the persons covered by the contracts above described. This understanding is intended to set forth the restrictions and regulations pertaining to the contracts above described, and the relations between O. P. S. and the said Cooperating Physicians constituting its staff in JOSEPHINE COUNTY, Oregon.

4. Any physician who shall be engaged in practice in JOSEPHINE COUNTY and who shall be a member in good standing of the JOSEPHINE COUNTY Medical Society and/or the Oregon State Medical Society, shall be eligible to become a stockholder of, and a member of the JOSEPHINE COUNTY staff of O. P. S. Each such member shall purchase two shares of Class AA Capital Stock of O. P. S. (excepting that any member residing in a community of less than one thousand population shall purchase one share of said stock) and shall execute an individual staff agreement, a copy of which is attached hereto and by this reference made a part hereof. The price to be paid for the said capital stock shall be twenty-five
5004 dollars ($25.00) per share. No physician shall be admitted to said JOSEPHINE COUNTY staff excepting upon due proof that he is engaged in practice in said county and upon certification that such physician is

a member in good standing of the JOSEPHINE COUNTY Medical Society and/or the Oregon State Medical Society.

5. Payments by O. P. S. for services rendered by members of the JOSEPHINE COUNTY staff to persons requiring treatment under O. P. S. contracts in said county shall be made primarily according to the fee schedule or schedules which shall be agreed upon from time to time by and between the JOSEPHINE COUNTY Cooperating Physicians and the Board of Directors of O. P. S. Such payments for services shall be made only after charges for corporate, sales and administrative expenses, as hereinafter specified, first aid stations and nurses as may be required in the rendering of servises to contracted parties in JOSEPHINE COUNTY, hospital services, medical and surgical services in emergencies or for patients referred to physicians not participating in this agreement, stipulated medicines and drugs, ambulance services and all other services specified in O. P. S. contracts, have been paid in full. While initial payments made by O. P. S. to JOSEPHINE COUNTY Cooperating Physicians for services rendered to O. P. S. contract subscribers shall be based primarily on the above-mentioned fee schedule or schedules, it is specifically agreed that full payment of services rendered to any JOSEPHINE COUNTY Cooperating Physician shall constitute said Cooperating Physician's full relative share of all funds available during any accounting period for the payment of services rendered by all JOSEPHINE COUNTY Cooperating Physicians during that period, regardless of whether such payments may be made in one or more installments. Such above-mentioned fee schedule or schedules shall be used as a basis for calculating fee payments but full payment of JOSEPHINE COUNTY Cooperating Physicians for any accounting period may be made at a level higher or lower than such schedule or schedules in accordance with the operating experience encountered for such period.

6. The management of O. P. S., under the direction of the Board of Directors of O. P. S., is to handle and have charge of all administration and acquisition work required in connection with contracts located in the JOSEPHINE COUNTY area specified herein, and all moneys representing dues on contracts covering the business transacted in JOSEPHINE COUNTY shall be collected by and paid to O. P. S. at a place selected by it. The average state-wide O. P. S. operating charge will be made

by O. P. S. against all contract collections in the JOSEPHINE COUNTY area, to cover the cost of professional liability insurance, licenses, reserve funds and indemnity bonds as required by the laws of Oregon, or deemed advisable by the Board of Directors of O. P. S., in maintaining the corporate structure; and to cover the actual cost of acquisition and administration of the contracts incident to the business transacted in the JOSEPHINE COUNTY area.

7. It is understood that all moneys received by O. P. S. under its contracts incident to business transacted in the JOSEPHINE COUNTY area, except the administrative charge above provided for, shall be used to furnish services to the persons covered under O. P. S. contracts in the JOSEPHINE COUNTY area, and that all bills for stipulated medicines, hospital accommodations, and services of dentists, physicians and surgeons are to be paid from the balance of moneys collected from JOSEPHINE COUNTY contracts, in the manner above specified, after the deduction of the above described administrative charge.

8. It is further agreed that the accounts of O. P. S. relative to its business in the JOSEPHINE COUNTY area shall be kept separate and distinct from all of its other business and that no part of the income from the JOSEPHINE COUNTY area shall be applied to the payment of any expenses of administration and acquisition relative to any other business done by O. P. S., or be diverted to the payment of bills for services to subscribers under O. P. S. contracts in other areas not involved in this agreement. O. P. S. shall not be required to pay any expenses, bills or charges of any nature arising from its JOSEPHINE COUNTY operations, except from moneys received from the operations of O. P. S. in the JOSEPHINE COUNTY area.

9. This MEMORANDUM OF UNDERSTANDING shall be in full force and effect for the period of one year beginning with the date first hereinabove written, but may be continued thereafter from year to year by agreement of the parties hereto. It may be terminated by either party hereto, effective at any future date, by the giving of written notice of such termination by one party to the other
5006 party at least ninety (90) days prior to such termination date. In the event of such termination, the physicians participating hereunder nevertheless agree to render services under the contracts of O. P. S. in the

JOSEPHINE COUNTY area in accordance with this memorandum until such time as all contractual obligations of O. P. S. in the JOSEPHINE COUNTY area have expired.

IN WITNESS WHEREOF THE COOPERATING PHYSICIANS OF JOSEPHINE COUNTY WHO HOLD COOPERATING AGREEMENTS WITH Oregon Physicians' Service have caused this MEMORANDUM OF UNDERSTANDING to be duly executed by their President and Secretary as of the day and year first hereinabove written.

THE COOPERATING PHYSICIANS OF JOSEPHINE COUNTY WHO HOLD COOPERATING AGREEMENTS WITH OREGON PHYSICIANS' SERVICE

By (Signed) D. G. MACKIE, M. D.
President

By (Signed) EDWARD C. WOLL, M. D.
Secretary

• • • • •

IN WITNESS WHEREOF Oregon Physicians' Service has caused this MEMORANDUM OF UNDERSTANDING to be duly executed by its President and Secretary as of the day and year first hereinabove written.

OREGON PHYSICIANS' SERVICE

By (Signed) D. R. Ross
President

By (Signed) C. I. DRUMMOND
Secretary

5007 OREGON PHYSICIANS' SERVICE

COOPERATING PHYSICIAN'S AGREEMENT

This agreement made and entered into by and between the OREGON PHYSICIANS' SERVICE, an Oregon Corporation, and the undersigned PHYSICIAN, WITNESSETH:

That for and in consideration of the mutual benefits that will accrue to each of the parties hereto and to the Medical Profession of the State of Oregon, it is hereby agreed that the compensation to be paid by OREGON PHYSICIANS' SERVICE and accepted by PHYSICIAN for medical or surgical service which PHYSICIAN may render to OREGON PHYSICIANS' SERVICE subscribers from time to time, shall be as follows:

1. Charges by PHYSICIAN for services rendered to subscribers to OREGON PHYSICIANS' SERVICE, shall be initially based upon the fee schedule approved by the Directors of OREGON PHYSICIANS' SERVICE; provided, however, that said charges shall be subject to the approval of OREGON PHYSICIANS' SERVICE; and provided, further, that settlements between OREGON PHYSICIANS' SERVICE and PHYSICIAN shall be quarterly unless it should be decided by OREGON PHYSICIANS' SERVICE to make such payments monthly.

2. As full consideration for services rendered by PHYSICIAN hereunder, OREGON PHYSICIANS' SERVICE agrees to pay, and PHYSICIAN agrees to accept, such percentage of PHYSICIAN'S base fees for services rendered hereunder during each quarterly period as the total net income of OREGON PHYSICIANS' SERVICE during such quarterly period bears to the total fees of all OREGON PHYSICIANS' SERVICE physicians charged and approved hereunder during such period. Settlement made each period shall be final with respect to all charges of each physician made and approved hereunder during such period. It is further agreed that present or future OREGON PHYSICIANS' SERVICE Divisional Argeements involving separate actuarial pooling of funds shall not be involved or affected by this agreement.

This agreement may be terminated with respect to either party hereto by either party giving to the other, ninety (90) days notice in writing.

PHYSICIAN requests that his relationship to OREGON PHYSICIANS' SERVICE be as indicated below: (Please check one.)

1. General staff .....
2. Consulting staff only .....
   Specialty .....
3. Available for service to own patients only—name not to be included in published staff list .....
4. Approved the organization, but not available for service by reason of type of specialty practice, or governmental or institutional employment.....

Executed on behalf of OREGON PHYSICIANS' SERVICE this ..... day of ....., 19....., and by the undersigned PHYSICIAN on the date indicated after his signature hereto.

..... OREGON PHYSICIANS' SERVICE

Physician

By .....

..... General Manager

Address

.....

Date

Please complete and sign both copies and mail to OREGON PHYSICIANS' SERVICE, 471 Pittock Block, Portland 5, Oregon. A fully executed copy will be returned for your records.

Plaintiff's Exhibit 470

5008

AGREEMENT

This MEMORANDUM OF UNDERSTANDING made and entered into as of the 1st day of April, 1949, between OREGON PHYSICIANS' SERVICE, an Oregon corporation, hereinafter referred to as O. P. S., and the COOPERATING PHYSICIANS OF BENTON COUNTY WHO HOLD COOPERATING AGREEMENTS WITH O. P. S., hereinafter referred to as the Cooperating Physicians, WITNESSETH:

1. This agreement shall apply to the above-stated area and is entered into by said Cooperating Physicians who heretofore have elected, or hereafter shall elect, to become members and stockholders in O. P. S.

2. It is understood that O. P. S. has entered into, and will continue to enter into, contracts with certain industrial and other organizations, associations and corporations, individuals and families, in the above-stated area for the furnishing to the persons covered under such contracts, of medical and surgical services, hospital accommodations and services, dental and other benefits as contemplated by the corporate powers of O. P. S. and as defined in the contracts which it may enter into.

3. It is further contemplated that said Cooperating Physicians have become, or shall hereafter become, members and stockholders in O. P. S., and shall constitute the staff

of physicians for the rendering of services to the persons covered by the contracts above described. This understanding is intended to set forth the restrictions and regulations pertaining to the contracts above described and the relations between O. P. S. and the said Cooperating Physicians constituting its staff in the above-stated area.

4. Any physician who shall be engaged in practice in said area and who shall be a member in good standing of the Benton County Medical Society and/or the Oregon State Medical Society, shall be eligible to become a stockholder of, and a member of the said area staff of O. P. S. Each such member shall purchase two shares of Class AA Capital Stock of O. P. S. (excepting that any member residing in a community of less than one thousand population shall purchase one share of said stock) and shall execute an individual staff agreement, a copy of which is attached hereto and by this reference made a part hereof. The price to be paid for the said capital stock shall be twenty-five dollars ($25.00) per share. No physician shall be admitted to said area staff excepting upon due proof that he
5009 is engaged in practice in said county and upon certification that such physician is a member in good standing of the Benton County Medical Society and/or the Oregon State Medical Society.

5. Payments by O. P. S. for services rendered by members of the said area staff to persons requiring treatment under O. P. S. contracts in said county shall be made primarily according to the fee schedule or schedules which shall be agreed upon from time to time by and between the Cooperating Physicians of said area and the Board of Directors of O. P. S. Such payments for services shall be made only after charges for corporate, sales and administrative expenses, as hereinafter specified, first aid stations and nurses as may be required in the rendering of services to contracted parties in said area, hospital services, medical and surgical services in emergencies or for patients referred to physicians not participating in this agreement, stipulated medicines and drugs, ambulance services and all other services specified in O. P. S. contracts, have been paid in full. While initial payments made by O. P. S. to the Cooperating Physicians of said area for services rendered to O. P. S. contract subscribers shall be based primarily on the above-mentioned fee schedule or schedules, it is specifically agreed that full payment of services rendered to any Cooperating Physician of said area shall constitute

said Cooperating Physician's full relative share of all funds available during any accounting period for the payment of services rendered by all Cooperating Physicians of said area during that period, regardless of whether such payments may be made in one or more installments. Such above-mentioned fee schedule or schedules shall be used as a basis for calculating fee payments but full payment of said area Cooperating Physicians for any accounting period may be made at a level higher or lower than such schedule or schedules in accordance with the operating experience encountered for such period.

6. The management of O. P. S., under the direction of the Board of Directors of O. P. S., is to handle and have charge of all administration and acquisition work required in connection with contracts located in the area specified herein, and all monies representing dues on contracts covering the business transacted in said area shall be collected by and paid to O. P. S. at a place selected by it. The average statewide O. P. S. operating charge will be made by O. P. S. against all contract collections in the area, to cover the cost of professional liability insurance, licenses, reserve funds and indemnity bonds as required by the laws of Oregon, or deemed advisable by the Board of Directors of O. P. S., in maintaining the corporate structure; and to cover the actual cost of acquisition and administration of the contracts incident to the business transacted in the area.

7. It is understood that all monies received by O. P. S. under its contracts incident to business transacted in the area, except the administrative charge above provided for, shall be used to furnish services to the persons covered under O. P. S. contracts in the area, and that all bills for stipulated medicines, hospital accommodations, and services of dentists, physicians and surgeons are to be paid from the balance of monies collected from area contracts, in the manner above specified, after the deduction of the above described administrative charge.

8. It is further agreed that the accounts of O. P. S. relative to its business in the area shall be kept separate and distinct from all of its other business and that no part of the income from the area shall be applied to the payment of any expenses of administration and acquisition relative to any other business done by O. P. S., or be diverted to the payment of bills for services to subscribers under

O. P. S. contracts in other areas not involved in this agreement. O. P. S. shall not be required to pay any expenses, bills or charges of any nature arising from its area operations, except from monies received from the operations of O. P. S. in the area.

9. This MEMORANDUM OF UNDERSTANDING shall be kept in full force and effect for the period of one year beginning with the date first hereinabove written, but may be continued thereafter from year to year by agreement of the parties hereto. It may be terminated by either party hereto, effective at any future date, by the giving of written notice of such termination by one party to the other party at least ninety (90) days prior to such termination date. In the event of such termination, the physicians participating hereunder nevertheless agree to render services under the contracts of O. P. S. in the above-stated area in accordance with this memorandum until such time as all contractual obligations of O. P. S. in the said area
5011 have expired.

IN WITNESS WHEREOF Oregon Physicians' Service has caused this MEMORANDUM OF UNDERSTANDING to be duly executed by its President and Secretary as of the day and year first hereinabove written.

OREGON PHYSICIANS' SERVICE

By (Signed) D. R. Ross
President

By (Signed) C. I. DRUMMOND, M. D.
Secretary

The Cooperating Physicians of Benton County, Oregon have indicated their approval of this MEMORANDUM OF UNDERSTANDING as of the 1st day of April, 1949.

COOPERATING PHYSICIANS OF BENTON COUNTY

By (Signed) CHARLES E. KREMER, M. D.
President

By (Signed) KURT W. AUWANN, M. D.
Secretary

5012 OREGON PHYSICIANS' SERVICE

COOPERATING PHYSICIAN'S AGREEMENT

This agreement made and entered into by and between the OREGON PHYSICIANS' SERVICE, an Oregon Corporation; and the undersigned PHYSICIAN, WITNESSETH:

That for and in consideration of the mutual benefits that will accrue to each of the parties hereto and to the Medical Profession of the State of Oregon, it is hereby agreed that the compensation to be paid by OREGON PHYSICIANS' SERVICE and accepted by PHYSICIAN for medical or surgical service which PHYSICIAN may render to OREGON PHYSICIANS' SERVICE subscribers from time to time, shall be as follows:

1. Charges by PHYSICIAN for services rendered to subscribers to OREGON PHYSICIANS' SERVICE, shall be initially based upon the fee schedule approved by the Directors of OREGON PHYSICIANS' SERVICE; provided, however, that said charges shall be subject to the approval of OREGON PHYSICIANS' SERVICE; and provided, further, that settlements between OREGON PHYSICIANS' SERVICE and PHYSICIAN shall be quarterly unless it should be decided by OREGON PHYSICIANS' SERVICE to make such payments monthly.

2. As full consideration for services rendered by PHYSICIAN hereunder, OREGON PHYSICIANS' SERVICE agrees to pay, and PHYSICIAN agrees to accept, such percentage of PHYSICIAN'S base fees for services rendered hereunder during each quarterly period as the total net income of OREGON PHYSICIANS' SERVICE during such quarterly period bears to the total fees of all OREGON PHYSICIANS' SERVICE physicians charged and approved hereunder during such period. Settlement made each period shall be final with respect to all charges of each physician made and approved hereunder during such period. It is further agreed that present or future OREGON PHYSICIANS' SERVICE Divisional Argeements involving separate actuarial pooling of funds shall not be involved or affected by this agreement.

This agreement may be terminated with respect to either party hereto by either party giving to the other, ninety (90) days notice in writing.

PHYSICIAN requests that his relationship to OREGON PHYSICIANS' SERVICE be as indicated below: (Please check one.)

1. General staff .....

2. Consulting staff only .....
   Specialty .....

3. Available for service to own patients only—name not to be included in published staff list .....

4. Approved the organization, but not available for service by reason of type of specialty practice, or governmental or institutional employment.....

Executed on behalf of OREGON PHYSICIANS' SERVICE this ..... day of ....., 19....., and by the undersigned PHYSICIAN on the date indicated after his signature hereto.

..... OREGON PHYSICIANS' SERVICE

Physician By .....
General Manager

.....
Address

.....
Date

Please complete and sign both copies and mail to OREGON PHYSICIANS' SERVICE, 471 Pittock Block, Portland 5, Oregon. A fully executed copy will be returned for your records.

Plaintiff's Exhibit 471

5017 OREGON PHYSICIANS' SERVICE

COOPERATING PHYSICIAN'S AGREEMENT

This agreement made and entered into by and between the OREGON PHYSICIANS' SERVICE, an Oregon Corporation, and the undersigned PHYSICIAN, WITNESSETH:

That for and in consideration of the mutual benefits that will accrue to each of the parties hereto and to the Medical Profession of the State of Oregon, it is hereby agreed that the compensation to be paid by OREGON PHYSI-

CIANS' SERVICE and accepted by PHYSICIAN for medical or surgical service which PHYSICIAN may render to OREGON PHYSICIANS' SERVICE subscribers from time to time, shall be as follows:

1. Charges by PHYSICIAN for services rendered to subscribers to OREGON PHYSICIANS' SERVICE, shall be initially based upon the fee schedule approved by the Directors of OREGON PHYSICIANS' SERVICE; provided, however, that said charges shall be subject to the approval of OREGON PHYSICIANS' SERVICE; and provided, further, that settlements between OREGON PHYSICIANS' SERVICE and PHYSICIAN shall be monthly.

2. As full consideration for services rendered by PHYSICIAN hereunder, OREGON PHYSICIANS' SERVICE agrees to pay, and PHYSICIAN agrees to accept, such percentage of PHYSICIAN's base fees for service rendered hereunder during each month as the total net income of OREGON PHYSICIANS' SERVICE during such month bears to the total fees of all OREGON PHYSICIANS' SERVICE physicians charged and approved hereunder during such month. Settlement made each month shall be final with respect to all charges of each physician made and approved hereunder during such month. It is further agreed that present or future OREGON PHYSICIANS' SERVICE Divisional Agreements involving separate actuarial pooling of funds shall not be involved or affected by this agreement.

This agreement may be terminated with respect to either party hereto by either party giving to the other, ninety (90) days notice in writing.

PHYSICIAN requests that his relationship to OREGON PHYSICIANS' SERVICE be as indicated below: (Please check ONE)

1. General staff .....
2. Consulting staff only .....
   Specialty .....
3. Available for service to own patients only—name not to be included in published staff list .....
4. Approve the organization, but not available for service by reason of type of specialty practice, or governmental or institutional employment .....

Executed on behalf of OREGON PHYSICIANS' SERVICE this ..... day of ....., 19...., and by the undersigned PHYSICIAN on the date indicated after his signature hereto.

..... OREGON PHYSICIANS' SERVICE

Physician By .....
General Manager

.....
Address

.....
Date

Please complete and sign both copies and mail to OREGON PHYSICIANS' SERVICE, 1214 S. W. 6th Avenue, Portland 4, Oregon. A fully executed copy will be returned for your records.

Plaintiff's Exhibit 473

5018 CERTIFICATE OF INCORPORATORS
OF
OREGON PHYSICIANS' SERVICE

We, the undersigned, incorporators of Oregon Physicians' Service, an Oregon corporation, do hereby certify that on the 11th day of January, 1942, we duly opened the books of subscription for the common stock of said corporation and that the following amount of common stock has been subscribed by the persons named below and that each of said subscribers has subscribed for the number of shares of said common stock set opposite his name, as follows:

Date	Name	Type of stock subscribed	Number of Shares	Amount
1/11/42	W. W. Baum	Class A	10	$500.00
1/11/42	Earl M. Anderson	" "	"	"
"	L. M. Spalding	" "	"	"
"	J. P. Brennan	" "	"	"
"	Roderick Belknap	" "	"	"
"	Ralph W. Stearns	" "	"	"
"	Henry Garnjobst	" "	"	"
"	George I. Hurley	" "	"	"
"	J. D. Rankin	" "	"	"

Date	Name	Type of stock subscribed	Number of Shares	Amount
1/11/42	Edwin R. Durno	Class A	10	$500.00
"	Thompson Coberth	" "	"	"

(Signed) THOMPSON COBERTH
(Signed) W. W. BAUM
(Signed) EARL M. ANDERSON

Plaintiff's Exhibit 476

5019 SUPPLEMENTARY ARTICLES OF INCORPORATION

of

OREGON PHYSICIANS' SERVICE

WHEREAS at a meeting of the stockholders of the above corporation, duly and regularly held at the Mallory Hotel, at 4 o'clock p.m. on June 6, 1942, in Portland, Oregon, at which time there were present and voting, either in person or by proxy, stockholders representing more than three-fourths of all the voting stock subscribed and outstanding; there were presented and adopted by more than three-fourths vote of all stock subscribed and outstanding resolutions authorizing the Directors of said corporation to execute and file Supplementary Articles of Incorporation amending Article III, subdivision (i) and Article V, subdivision 2 of the Articles of Incorporation of this corporation;

NOW, THEREFORE, we, L. M. Spalding, D. R. Ross, J. P. Brennan, George I. Hurley, Thompson Coberth, being all the Directors of the Oregon Physicians' Service, and being thereunto duly authorized by the resolutions aforesaid, do hereby execute and acknowledge Supplementary Articles of Incorporation of this corporation amending Article III, subdivision (i) and Article V, subdivision 2 of the Articles of Incorporation of this corporation as follows:

ARTICLE III

"(i) The corporation may and does hereby reserve the right to purchase, redeem, retire and cancel any of the outstanding Class AA stock of the corporation at any time after the 1st day of January, 1942, in such amounts from time to time as the Board of Directors

may determine, with full power in the Board of Directors to designate the particular stock to be redeemed by paying to the respective holders of such stock at a National Bank in the City of Portland, Oregon, the minimum sum of $10.00 per share, together with the proportionate interest on that amount, if any, by which the book value of said stock exceeds said minimum payment. In case of such deposit, written notice thereof shall forthwith be given by the Secretary of the corporation to the respective holders of such stock by mailing such notice to such holders at their last known places of abode or business. Said National Bank in which said sums are deposited shall be instructed to turn over to said stockholder, or his order, the money to which each Class AA stockholder is entitled upon receiving the certificate of stock held by such stockholder, together with a full receipt of such stockholder for all the claims he may have against the corporation on account of holding such stock."

ARTICLE V

Capital Stock.

"2. Class AA stock shall have no voting rights, nor rights to receive notices of meetings of stockholders. No person shall be a holder of Class AA stock unless he is a member of the Oregon State Medical Society, or eligible for such membership. Class AA stock shall be subject to call and redemption as provided for in Article III, paragraph (i) of these Articles. In the event of liquidation, dissolution or sale of the assets of the corporation, holders of Class AA stock shall not be entitled to any distribution until after holders of Class A stock are paid the par value of their share.

"Class AA stock shall also be subject to the following restrictions:

"(a) Any holder of Class AA stock, if desirous of selling or transferring all or any of his shares of stock, or the executor or administrator of any deceased holder of Class AA stock, if desirous of selling or transferring all or any part of such shares belonging to the estate of such deceased, or the purchaser of any share or shares of stock sold on execution or judicial sale, if desirous of selling or transferring all or any part of such shares belonging to the estate of such

deceased, or the purchaser of any share or shares of stock sold on execution or judicial sale, if desirous of selling or transferring any such share or shares, or any person holding such stock by virtue of a pledge or any lien, before bringing any suit, action or proceeding or doing any act to foreclose his lien or pledge, shall first deliver to the President or Treasurer of the corporation written notice of such desire to sell or transfer or of intention to foreclose or enforce his lien or pledge, designating the number of such shares to be sold, transferred or foreclosed, as the case may be, and the number of the certificate or certificates therefor;

"(b) The Board of Directors shall thereupon have the option for ninety (90) days after receipt by the corporation of said written notice, of purchasing such share or shares for the corporation by the payment of the same amount as would be paid upon redemption pursuant to Article III, subsection (i) of the Articles of Incorporation as amended. Payment for any such share or shares may be made by the Board of Directors by depositing such sum or sums to the credit of any such shareholder, executor, administrator, grantee, assignee, pledgee, or lienor, as the case may be, in any National Bank in the City of Portland, Oregon, within thirty (30) days from the date on which the Board has exercised its option to so purchase. If such deposit is made, the Board shall give notice of such deposit by mailing to the last known address of such shareholder, executor, administrator, grantee, assignee, pledgee or lienor, as the case may be, and said bank shall turn over such money to the person entitled thereto upon the surrender of the certificate or certificates of such stock properly endorsed, plus the receipt in full by such person for all claims he may have against the corporation on account of said common stock or dividends, if any.

"(c) Every holder of Class AA stock who shall cease to qualify as a stockholder under the By-Laws of this corporation shall immediately offer all shares of stock owned or held for sale to and purchase by the corporation as above set forth whenever requested by the Board of Directors so to do, and no dividends shall be paid or determined upon any such share or shares after failure to comply with such request.

"(d) Said Board shall not be obligated to purchase any share or shares of stock at the value above set forth unless it shall think fit; but if the Board shall not exercise in writing its option to purchase, or if the Board shall not deposit the said purchase price as aforesaid, or if the Board shall formally refuse to purchase such stock, such shareholder, executor, administrator, grantee, assignee, pledgee or lienor shall be at liberty to sell such share or shares to any person whatsoever.

"(e) It is the intent that all restrictions hereby imposed upon the sale or transfer of shares of stock shall apply to the sale or transfer of all shares of such stock, whether by the original stockholders or otherwise, and whether acquired through the voluntary or involuntary act of a shareholder or by operation of law; failure of the Board to exercise its option or to deposit as aforesaid the money to purchase such shares, shall not prevent the Board from exercising its option and purchasing such shares on any subsequent transfer or sale of such shares."

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of June, 1942.

D. R. Ross, George I. Hurley, L. M. Spalding, Thompson Coberth, J. P. Brennan.

STATE OF OREGON,
COUNTY OF MULTNOMAH, *ss.*:

THIS CERTIFIES that on the 6th day of June, 1942, before me, the undersigned, Notary Public in and for said County and State personally appeared D. R. Ross, Thompson Coberth, J. P. Brennan, L. M. Spalding, and George I. Hurley, known to me to be the identical persons named in and who executed the foregoing Supplementary Articles of Incorporation and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above mentioned.

L. M. Mattson
Notary Public for Oregon.

My Commission expires March 21, 1945.

Plaintiff's Exhibit 477

5021 May 5, 1942

Dr. L. M. Spalding, Secretary
Oregon Physicians' Service
Astoria, Oregon

Dear Dr. Spalding:

At the meeting of the Council of the Oregon State Medical Society on May 2nd, there was extended discussion concerning plans of prepaid medical and hospital service for the employes of the Oregon Shipbuilding Corporation and their families.

A proposal, under which the employees and their families would be offered a plan of prepaid hospital service through the Northwest Hospital Service Plan, and the employees themselves, but not their families, a companion plan of prepaid medical service through an agency of the Oregon State Medical Society, was particularly discussed.

The council voted that, as this proposal most vitally concerns the physicians of Multnomah County, the making of a dicision concerning it be referred to the Multnomah County Medical Society.

Very sincerely yours,

OREGON MEDICAL SOCIETY

By (Signed) JOHN R. MONTAGUE
Secretary

Plaintiff's Exhibit 478

5022 May 8, 1942

Dr. L. M. Spalding, Secretary
Oregon Physicians' Service
Astoria, Oregon

Dear Dr. Spalding:

This letter is to inform you that the Council of the Multnomah County Medical Society, at its meeting on May 5, 1942, voted to authorize the Oregon Physicians' Service to enter into contracts with the Oregon Shipbuilding Corporation and the Kaiser Company, Inc., to provide

medical service to their employees in sickness and injury not arising in the course of employment.

Very sincerely yours,

MULTNOMAH COUNTY MEDICAL SOCIETY

By (Signed) JOHN RAOF
Secretary

Plaintiff's Exhibit 479

5023 THIS MEMORANDUM OF UNDERSTANDING made and entered into as of the 7th day of July, 1942, between OREGON PHYSICIANS' SERVICE, an Oregon corporation, hereafter referred to as O.P.S., and the COUNCIL OF THE MULTNOMAH COUNTY MEDICAL SOCIETY, hereinafter referred to as the Council, WITNESSETH:

1. That O.P.S., acting with the authorization of the Council, through a supervisory committee appointed by the President of the Multnomah County Medical Society, with the approval of the Council, is hereby empowered to enter into contracts with such industrial and other organizations, associations and corporations in Multnomah County, in the State of Oregon, as are specifically designated by the Council through this supervisory committee, for the furnishing to the persons covered under such contracts, of medical and surgical services, hospital accommodations and services, dental and other benefits as contemplated by the corporate powers of O.P.S. and defined in the contracts which it may enter into.

2. That O.P.S. agrees that medical and surgical services to be rendered under such contracts shall be supplied solely by duly licensed physicians and surgeons who are eligible to membership in the Oregon State Medical Society.

3. That the Council agrees to authorize the President of the Multnomah County Medical Society to appoint, with its approval, a supervisory committee of five members to represent the Council and to act under the direction of the Council in establishing policies with respect to the services contracted for or to be contracted for by O.P.S. in Multnomah County and to direct this supervisory committee to present to the Council a written report each month concerning the activities of O.P.S. in Multnomah County, a copy of all such monthly reports to be kept on file in the office of the Society. It is understood that the

terms of office of the members of this committee shall be fixed by the Council and that the personnel of this committee may be changed by the Council at any time.

4. That O.P.S. agrees that payments for the services of physicians and surgeons who are eligible to render and who have agreed to render to persons requiring treatment under O.P.S. contracts shall be made according to the schedule or schedules which shall be agreed upon from time to time by and between the Council through its supervisory committee and the Board of Directors of O.P.S. Such payments for services shall be made only after charges for corporate, acquisition and administrative expenses, as hereinafter specified, first aid stations and personnel as may be required in the rendering of services to contracted parties, hospital services, medical and surgical services in emergencies or for patients referred to
5024 physicians located outside of Multnomah County, stipulated medicines and drugs, ambulance service and all other services specified in O.P.S. contracts, have been paid in full.

5. That, the management of O.P.S., acting under the supervision of the supervisory committee representing the Council, shall have charge of all administrative and acquisition activities in connection with contracts authorized by the supervisory committee.

6. It is understood that all money received by O.P.S. under contracts in Multnomah County authorized by the Council through its supervisory committee, except the charges of O.P.S. for the maintaining of licenses, professional liability insurance and indemnity bonds, and for administration and acquisition, and except such reasonable sums as shall be agreed upon by the Council through its supervisory committee and the Board of Directors of O.P.S. to be set aside as operating reserves, contingency reserves for estimated future liabilities, and for charitable purposes, is to be used to render services to the persons covered under such contracts.

7. It is particularly understood and agreed that the accounts of O.P.S. relative to its contracts in Multnomah County, authorized by the Council through its supervisory committee, shall be kept separate and distinct from all of its other income and that no part of the income from such contracts of O.P.S. shall be applied to the payment of any expenses of administration or acquisition relative to any

other contracts held by O.P.S., or be diverted to the payment of bills for stipulated medicines, hospital accommodations and service, or dentists', physicians' or surgeons' fees relative to contracts held by O.P.S. in any other section of the State or Oregon or elsewhere.

8. This MEMORANDUM OF UNDERSTANDING shall apply to all contracts held by O.P.S. in Multnomah County after the effective date of this memorandum.

9. This MEMORANDUM OF UNDERSTANDING may be terminated by either party hereto, effective the thirty-first day of December of any year subsequent to the effective date of this memorandum by the giving of written notice of such termination to the other party at least ninety (90) days prior to such termination date. In the event of such termination, the party of the second part nevertheless agrees to recommend to the physicians and surgeons who have agreed to render services under the contracts of O.P.S. in Multnomah County to continue to render services in accordance with this memorandum until such time as all contractual obligations of O.P.S. in Multnomah County have expired.

IN WITNESS WHEREOF the party of the first part has caused these presents to be duly executed by its President and Secretary, and its corporate seal to be hereunto affixed, and the party of the second part has approved this memorandum as of the day and year first hereinabove written.

OREGON PHYSICIANS' SERVICE

By (Signed) D R Ross
President

SEAL

By (Signed) L M SPALDING
Secretary

The principles set forth in this MEMORANDUM OF UNDERSTANDING approved by the Council of the Multnomah County Medical Society on the 7th day of July, 1942.

By (Signed) GEO. E. HENTON
President

By (Signed) JOHN RAOF
Secretary

Plaintiff's Exhibit 480

5026 • • • • •

In Oregon—

the same trends operate which Dr. Johnson notes throughout the nation as a whole, although these problems are younger with us and in some directions we have not moved as far as have other industrial areas, especially in the East.

In Oregon, as you know, on-the-job coverage is the responsibility of the employer under the State Industrial Accident Commission, whose scope in the past year has been extended to occupational disease as well as occupational injury, as was summarized in Mr. Ivan Brown's talk before the Annual Meeting in September. Medical service is furnished through the Commission, usually under an open panel, the trend recently having been away from the contract system. If the employer chooses to reject coverage under the Commission, he automatically falls under the Employers' Liability Act and becomes liable to suit. To protect himself, he usually carries liability insurance. Under this plan, the insurance company assumes the responsibility of providing the medical service. It may discharge this responsibility through physicians selected by the injured workman and paid by the company on a fee-for-service basis, or by entering into a contract with physicians or other medical contractors.

As to off-the-job coverage, not many of our industries here have in the past been large enough to warrant their establishing company-owned, closed-panel systems of complete medical care. Recently, however, the Kaiser interests have developed a complete-coverage, closed-panel system in their plants outside Oregon. The Northern Permanente Foundation in Vancouver, Washington, is a case in point, and it is of great interest to Oregon physicians for although not in our state it is in our merchantile and industrial area. Under this plan a complete closed-panel set-up is organized, covering diagnosis and treatment and including a fully equipped hospital. Although outside consultants may be called in on occasion ordinarily patients are simply sent to the salaried physicians in the Foundation employ and remain in their hands. The original investment, which in plans of this character is financied by the company, either by funds obtained from private sources or through Federal grants, is repaid and operating ex-

penses are covered out of regular payroll deductions. In the case of the Northern Permanente Foundation this deduction amounts to 60¢ per person per week, identical with the amount paid to O. P. S. by the employees of the Kaiser shipyards in Oregon for similar coverage.

Incidentially you may be interested to know that the Northern Permanente hospital has recently been opened to the public, and the families of workers and other people may be cared for there on the same basis as in any open hospital.

The railroad companies here have plans varying from company coverage to arrangements operated jointly with unions or other employee organizations. The medical care is supplied by closed panels of physicians, except in emergencies or in unusual cases require the services of specialists, when outside consultants may be called. In some instances the service provided extends to complete hospitalization.

"Pepco" is another large industry with company coverage, but its set-up is somewhat unusual. A salaried physician in the company employ examines injured passengers and occasionally cares for them if they have no private physicians of their own choice. He appears for the company in cases of litigation. He examines employees and cares for on-the-job injuries. Part of the employees of the company, however, have their own medical coverage for off-the-job care, with a panel of their own selection, although they, too, may call in outside consultants in unusual cases. May other employees of the company obtain coverage by regular contract with O. P. S.

Variations of the company-owned or company-controlled medical service plan are to be found among the lumber interests of Oregon, and in such a state as this, where there are very large lumber areas, this inevitably constitutes in a sense a special factor to be considered. In the Bend area, for example, two lumber companies, the Shevlin-Hixon and the Brooks-Scanlon, together conduct a true company plan, including the hospital, but operate in principle on an open panel with a low fee schedule.

5027 In the early days of group medical coverage in the lumber Industry of Oregon, when communications were difficult and communities were isolated, each large company had its own service. As these communities grow in size and as the medical and hospital facilities of nearby larger centers become more easily accessible to them, there is an increasing tendency for the lumber interests of these

communities to shift from the older and more limited system toward participation in medical service organizations offering them wider choice.

The remainder of Oregon industrial off-the-job prepayment coverage, together with such on-the-job coverage as is contracted for by the State Industrial Accident Commission or by insurance companies operating under the Employers' Liability Act, is handled either by the O. P. S. and its affiliates under the approval of the Oregon State Medical Society, or by commercial hospital associations. The approximate proportions in which this coverage is divided is given in the summary of the O. P. S. annual report, which appears elsewhere in this Bulletin.

The Oregon State Medical Society:

So much for a summary in general terms of the present situation. As to the Society itself, its increased activity in connection with industrial and prepaid medicine find expression chiefly through (1) its altered committee set-up and (2) the expansion of O. P. S., with which we are so closely associated, and its affiliates.

For a considerable time the Society has had a Committee on State Industrial Affairs, established principally as a body to study the policies of and to conduct negotiations with such agencies as the State Industrial Accident Commission. During the past year, because of the problems attending the increase of industrial concentration in our area (Portland has grown more in the past two years, industrially, than it grew in two decades before) the Society added a new committee, that on Industrial Health. At the beginning of the new Society year in September, it was decided to combine the committees as much as practicable, largely because so many of our physicians have entered service that the panel upon which we may draw for committeemen has become restricted. One such combination has been that of the original Committee on State Industrial Affairs, which has been expanded to include the newer Committee on Industrial Health. Dr. E. D. Lamb (Klamath Falls) is chairman, with Dr. Courtland I. Booth (Portland) as vice-chairman in charge of Industrial Health. The Bulletin will try to keep you informed as the re-organization of this committee set-up progresses and increases its activities, for the problems with which it is primarily concerned are those whose solution will in large part determine the kind of an Oregon, medically, to which you will return.

As to the expansion of O. P. S., the Society was fortunate to have had already formulated a statewide organization handling prepaid medicine which, with its affiliates, was in a position to assume the coverage of a large part of the two major population increases which appeared so suddenly in our state—the very large industrial influx, which we have already discussed, and the smaller rural population brought in chiefly through the Farm Security Administration. The adaptation of O. P. S. to this sudden expansion has been one of the interesting developments of the past year, and one in whose progress you are vitally interested, directly or indirectly. A summary of their annual report will give you a better picture than we can draw in any other fashion for you, and it follows now.

Oregon Physicians' Service; Summary of its First Annual Report and Outline of Operation:

June 30, 1943, marked the close of the first full fiscal year of operation for O. P. S.

Organization: O. P. S. was incorporated as an Oregon corporation on December 6, 1941, although no business was transacted until June, 1942. At the time of incorporation a number of local medical service bureaus had been established by groups in different parts of the state and with approval of the various medical societies. There was no existing organization, however, to take care of prepaid medical contracts covering migratory workers or groups in sections of the state lying between the local bureaus, and the first function of O. P. S. was to fill these gaps in coverage wherever asked to do so. Many of the local bureaus have since merged with O. P. S., and the extent to which this has taken place is reported later.

The original capital was provided by the Oregon State Medical Society, which, under a trust agreement, purchased the entire issue of O. P. S. Voting Stock and placed it in the hands of eleven trustees named by the Council of the Society. These trustees in turn elected the following physicians as officers: D. R. Ross (Salem), President; Thompson Corberth (The Dalles), Vice-President; L. M. Spalding (Astoria), Secretary; and G. I. Hurley (Eugene), Treasurer. These four, together with Vernon J. Brown (Portland), comprise the Board of Directors. Mr. Willard C. Marshall is the General Manager.

Services Offered: In general, the type of medical and hospital contract written by O. P. S. conforms with the

usual hospital association contract that has been written in Oregon for several years to cover off-the-job illness. It is a contract entered into with the employer who acts on behalf of and with the consent of the employee. The principal services offered are: medical and surgical care, hospital care, special nursing, X-ray and physio-therapy, ambulance and limited dental care. No prescriptions are provided. Limitations are placed on the care of certain types of cases; also a maximum of one year on medical care and six months of hospital care on any one case. This standard type of contract is offered to employed persons only, at the rate $2.50 per month. Approximately 17,600 persons were under such contracts on June 30, 1943.

Special contracts have been written with the two Kaiser shipyards in Oregon, which provide that O. P. S. shall cover medical costs only. Hospitalization of the shipyard employes is provided by the Blue Cross Plan. The total premium for this coverage is 60¢ per week, of which O. P. S. receives 45¢ for the medical coverage. 43,100 workers were under this "M & H plan" on June 30, 1943.

O. P. S. also entered into an agreement with the Farm Security Administration to provide medical and hospital care to families eligible for standard loans under its settlement program in the Snake River area of Eastern Oregon.

This coverage was first written for an annual rate
5028 of $40.00 per family, but this was increased to a $50.00 rate in 1943 to provide sufficient funds to warrant continued participation by the O. P. S. staff members. The limited experience had with this type of coverage is inconclusive, but without some selection of risks it is evident that a broad medical and hospital coverage for families will be rather unsatisfactory to the physicians for at least the first year. These families were unable to pay for their medical care as private patients prior to their coming under the F. S. A. medical program (many of them had come from areas of extreme under-privilege) and hence there was an unusual amount of needed medical service, often involving surgery, that required attention whenever later sickness arose in these people. It is anticipated that the coming year will produce improved returns to the participating physicians.

The total number of persons under coverage by O. P. S. at the end of June was approximately 83,000, with an additional 22,000 covered by its affiliates, making a total of about 105,000 under coverage directly supervised by organized medicine, out of a total prepaid coverage in the state estimated to be some 150,000 people.

Physicians Participating: The physicians on the staff of O. P. S. number 678 in active civilian practice, and an additional 173 are in military service. This total of 678 represents 95% of the active membership of the Oregon State Medical Society and 85% of all licensed medical practitioners in Oregon. The only requirement for admission to the O. P. S. staff is that the physician be a member of the State Medical Society or eligible therefor.

Affiliates: Wherever an approved medical service bureau is already in operation and wishes to preserve its separate entity, O. P. S. endeavors to assist it in any feasible manner, and a genuine and friendly cooperation has been built up between such bureaus and O. P. S. Clackamas, Coos, Klamath, Lake and Lane Counties have these independent bureaus; hence O. P. S. holds no contracts in those areas.

Component Local Societies: The component local societies largely govern the activities of O. P. S. in their respective districts through their own supervisory committees. If desired, each district may establish a separate "pool" so that the O. P. S. contracts written in that district will inure to the benefits of the staff physicians in that area; six such pools were in operation at June 30th. Those districts not choosing to localize their O. P. S. contract practice have been grouped together in a "state-wide" pool.

O. P. S. does not enter any county until prior authorization has been received from that county society. All but one of the counties of Oregon (other than the five previously named who have independent approved organizations of their own) have requested O. P. S. to enter into contracts with their employed groups, and mergers have been completed or are under way.

During the past year, merger of the Southern Oregon Medical Service of Medford was effected. Merger of the Physicians and Surgeons Hospital Association of Salem as of January 1, 1943, is largely completed. Amalgamation of the Multnomah Medical Servise Bureau and O. P. S. is approaching completion and will probably be consummated early in 1944.

Each of these corporate mergers follows the same general plan; the service contracts are transferred on a specified date or are renewed on O. P. S. contract forms as the predecessor's contracts expire, all treatments in process at date of transfer are continued at O. P. S. expense to relieve the prior contractor of further liability, and the assets are converted to cash in order to pay all creditors and

retire outstanding stock. Retirement of the outstanding stock is the final step in completing the merger, whereupon the local bureau dissolves.

Financial Results for the Fiscal Year: The rate of expansion in O. P. S. activities is only partially reflected in the income figures. During the twelve months, 489 contracts were acquired either by merger with existing medical service bureaus or by new enrollments. These contracts represented a net increase of 48,800 members, 40,000 of whom were shipyards employees.

Gross earned income for the year was $800,200. Of this amount $576,973 was expended on direct medical and hospital care of patients, $104,595 was expended for first aid service which directly benefited the subscribers, and $118,128 was expended for administrative expenses. It is noteworthy that member physicians received 53.2% of income in the form of fees for services and an additional 5.7% was paid to non-member physicians handling emergency cases; the medical profession thus received 58.9% of each revenue dollar. Administrative costs amounted to 14.8% of earnings, a relatively low percent considering that the first year of any business calls for abnormally heavy costs in this category.

Special Activities: The huge influx of war industries in the metropolitan area of Portland has created a number of special problems in the medical field. One such problem is the Vanport City Housing Project designed to accommodate 40,000 persons. Inasmuch as the majority of the workers living in Vanport are employees of the Kaiser shipyards, O. P. S. was asked to operate the hospital erected there as a part of its function of providing medical care to the Kaiser employees. The hospital was opened on a limited scale on August 1, 1943, and is still unable to admit certain types of cases because of delays in receiving certain necessary equipment. This equipment is on order and is expected to be installed and in use in a few weeks. The hospital can then render adequate service to Vanport City.

The heavy concentration of workers in the Kaiser yards made it necessary to operate fairly elaborate first aid stations in those yards. Over 2000 persons are treated daily at these first aid stations. O. P. S. employs a staff of 150 at these stations, including 13 full-time salaried physicians. The sizable cost of operating these stations is divided between O. P. S. and the State Industrial Accident Commission in the ratio of treatments rendered for industrial and

non-industrial cases reporting to the stations. Approximately 63% of all cases are industrial injuries; hence the Commission bears that proportion of the first aid station costs.

And after the War—

what? We wish we could say. We are all pioneering in these new fields of medicine and new questions and new conflicts of interest arise every day, so that we cannot foresee the changes of the immediate future, let alone those that will follow the declaration of peace.

(This exhibit is the Service Bulletin of the Oregon State Medical Society for November 1943. It was published in the interest of Oregon medical men in the armed forces of the United States.)

Plaintiff's Exhibit 482

5030 WILLIAM J. WEESE, M. D. LESTER H. EMMETT, M. D.
CHARLES E. PALMER, M. D. RODERIC R. BELKNAP, M. D.

DRS. WEESE, PALMER, BELKNAP, EMMETT

PHYSICIANS & SURGEONS
ONTARIO, OREGON

N. O. RICHARDS
ADMINISTRATION

June 5, 1946

Willard C. Marshall
General Manager
Oregon Physicians' Service
471 Pittock Block
Portland 5, Oregon

Dear Mr. Marshall:

Pursuant to the wishes of the Malheur County Medical Society as expressed at its last regular meeting, your organization is hereby authorized to write family coverage contracts in Malheur County.

Very truly yours,

RODERIC BELKNAP M. D.
Roderic R. Belknap, M. D., Secretary
Malheur County Medical Society.

Plaintiff's Exhibit 484

5031 OREGON PHYSICIANS' SERVICE

Meeting of Board of Directors

Portland, Oregon, July 18, 1942

The meeting was called to order by the President, D. R. Ross, at 4:00 p. m. in the Lounge Room of the Mallory Hotel in Portland.

Directors present were: D. R. Ross, L. M. Spalding, George I. Hurley and Thompson Coberth. Also present were: George E. Henton, Richard B. Adams, J. D. Buckley, Clyde C. Foley and W. C. Marshall.

Due notice of meeting was filed. Minutes of the Board of Directors meeting of June 6, 1942 were read and approved as read.

Financial statements of July 18, 1942 were reviewed and ordered filed. By motion duly carried all payments listed on the financial statements of July 18, 1942 were approved.

Discussion ensued with reference to the proper method of reimbursing members of the Board of Directors for time and expense involved in attending called meetings. The following motion was duly carried:

RESOLVED, that effective on and after July 18, 1942 each member of the Board of Directors shall be compensated by the Corporation for time and expense involved in attending each Board meeting duly called by the Secretary, as follows: Ten dollars ($10.00) as compensation for the time expended in attending each meeting; twenty cents ($.20) per mile one way applied to the distance by the most direct route between the member's home city and the city of meeting as reimbursement for traveling expense involved. That payment shall be made to any member only after the Secretary shall have duly noted the attendance of such member. That absent members shall not be entitled to receive such payments.

5032 The subject of compensation for the general manager of the corporation was considered. After discussion a motion was duly carried as follows:

RESOLVED, That W. C. Marshall, as payment in full for his services as general manager of the business of the corporation, shall receive compensation from the corpora-

tion effective on and after June 1, 1942, as follows: the sum of twelve dollars ($12.00) for each one thousand dollars ($1,000.00) of the first eighty-four thousand dollars ($84,000.00) of contract premiums collected by the Corporation during any calendar month; fractional compensation at the corresponding rate shall apply to fractional collections. That no compensation applicable to premium collections in excess of eighty-four thousand dollars ($84,000.00) during any calendar month shall be paid excepting by action of the Board of Directors at a later date. That minimum compensation for any calendar month shall be five hundred dollars ($500.00), excepting that said monthly minimum shall be three hundred dollars ($300.00) as applied to any period during which said W. C. Marshall may receive compensation from any other medical service organization. That all compensation specified herein shall be paid on the first day of each month, as applicable to the preceding calendar month. That said W. C. Marshall shall be entitled to a vacation of two weeks and to sick leave not exceeding two weeks during each calendar year of employment. That the period of employment shall be indefinite and that such employment may be terminated by action of the Board of Directors or by said W. C. Marshall at any time provided, however, that in the event of such termination ninety (90) days notice shall be rendered to all parties concerned.

It was agreed informally that the general manager shall have charge of the employment of all other employes of the corporation, in confirmation of the Board's ac-
5033 tion of January 11, 1942. All activities of the general manager in this regard shall be subject to review at all times by the Board of Directors. Upon request by the general manager, a motion was carried that employment arrangements applying to certain other personnel shall be approved as stated below.

Managerial employment understandings shall be effected with the following listed employes in general accordance with the employment arrangement of W. C. Marshall excepting for the changes stated.

Claim Supervisor, R. E. Jackson. The compensation rate shall be nine ($9.00) for each one thousand dollars ($1,000.00) of monthly collections, with the same maximum range. Minimum compensation for any calendar month shall be four hundred twenty five dollars ($425.00), excepting that compensation received concurrently from any

other medical service organization shall be deductible from any monies due hereunder.

Public Relations Manager, John D. Simon. The compensation rate shall be eight dollars ($8.00) for each one thousand dollars ($1,000.00) of monthly collections, with the same maximum range. Minimum compensation for any calendar month shall be four hundred dollars ($400.00), excepting that compensation received concurrently from any other medical service organization shall be deductible from any monies due hereunder. Said understanding shall be effective on and after August 16, 1942.

State Supervisor, John R. Caughell. The compensation rate shall be six dollars ($6.00) for each one thousand dollars ($1,000.00) of monthly collections, with the same maximum range. Minimum compensation for any calendar month shall be three hundred ($300.00), excepting that compensation received concurrently from the Bureau of Medical Economics of the Oregon State Medical Society shall be deductible from any monies due hereunder.

5034 The determination of business expense arrangements for administrative personnel was considered. After discussion a motion was carried as follows:

RESOLVED, That OPS administrative personnel shall be reimbursed by the corporation for necessary travel and other business expenses on the following basis:

1. Use of private car on OPS business at the rate of six cents per mile.
2. Actual cost of meals, hotel, garage and parking and tips on business trips away from the home city of the employe involved.
3. Actual cost of necessary transportation by common carrier on business.
4. Actual cost of necessary entertainment of clients, when approved in advance by the Board of Directors or general manager.
5. Cost of meals at meetings required in connection with OPS business.

In connection with the business expense accounts of Mr. John R. Caughell, it was agreed informally that the segregation between Bureau of Medical Economics expense and Oregon Physicians' Service expense shall be determined

by joint action of Mr. Clyde Foley and Mr. W. C. Marshall from time to time.

Mr. Marshall explained that Oregon Physicians' Service has set up Portland office operations at 337 Pittock Block in the offices of the Multnomah Medical Service Bureau, by invitation and specific request of the Board of Directors of said Bureau.

The cost of operating said office will be temporarily split between Oregon Physicians' Service and Multnomah Medical Service Bureau on a monthly pro rata basis in accordance with the relative total incomes of the two organizations during each monthly period.

5035 Permanent arrangements will be effected soon by study and recommendations of the auditors of the two corporations. This temporary operating arrangement was approved by motion carried.

Full explanation was given with reference to the division agreement proposed between Oregon Physicians' Service and the Council of the Multnomah County Medical Society. The Supervisory Committee appointed by the Council was approved as follows: Richard B. Adams, Chairman; J. Everett Buckley, Vice-Chairman; Thomas M. Joyce, Paul T. Neely and Vernon J. Brown. After discussion a motion was carried that this agreement be executed on behalf of Oregon Physicians' Service, and three copies of the agreement were duly signed by the President and Secretary. An executed copy of this agreement is attached to this minute book next hereto.

Discussion ensued with reference to the fee schedule to be utilized in connection with the payment of medical services rendered under contracts held with the Oregon Shipbuilding Corporation and the Kaiser Company, Inc., Swan Island Shipyard. It was agreed by motion carried that the final determination of such schedule shall be placed in the hands of the Supervisory Committee appointed by the Multnomah County Medical Society.

A proposed agreement between Oregon Physicians' Service and the State Industrial Accident Commission for the handling of first aid facilities at Oregon Shipbuilding Corporation and Kaiser Company, Inc., Swan Island Shipyard was read and discussed. It was agreed informally that such an agreement probably will be satisfactory with certain modifications as follows:

The pro rating of cost between the two parties probably should be based on an approximate even weighing of cases as shown by the logs for any stipulated period; a

ceiling of costs for Oregon Physicians' Service should be determined; a fair and adequate method of referring industrial accident cases should be arranged such that free
choice of physicians will be possible insofar as
5036 practicable.

The management was authorized to enter into such a contract in the event that the Multnomah County Supervisory Committee approves of same.

Mr. Marshall rendered a report on the progress of coverage at Oregon Shipbuilding Corporation and Swan Island Shipyard, stating that approximately 12,500 are covered at this time and that an estimate would indicate that somewhere around 40,000 persons possibly would be covered by the first of next year. It was also stated that 345 physicians have signed cooperating agreements up to this time and that additional signed agreements are being receive each day.

A report was rendered concerning the progress of FSA coverage in Eastern Oregon and Idaho. It was stated that about 350 families have remitted yearly dues up to this time and that the total coverage probably will aggregate 1000 families in due course.

A letter from the Oregon State Medical Society was read together with attached copies of letters from the Columbia County Medical Society stating that the local Society desires certain assistance from Oregon Physicians' Service in connection with one or more group contracts in that area.

It was agreed informally that the extent to which Oregon Physicians' Service will lend aid should remain for the determination of the Columbia County Medical Society at all times.

Mr. Marshall stated that the Oregon State Dental Society proposes to approve Oregon Physicians' Service and that it is requested that a plan of operation be drawn and be presented to the Dental Society for approval at a later date. The Dental Society proposes to appoint a Committee for the state organization and also local committees representing the districts or counties in which local dental societies are located. A motion was carried that Mr. Marshall be authorized to draw up such a plan for ap-
5037 proval by the Oregon State Dental Society, subject to later approval by the Board of Directors of Oregon Physicians' Service.

A motion was duly carried that arrangements be effected for a bank account in the Salem Branch of the United

States National Bank to be designated as the Portland office account, with authorized signatures to be as follows: D. R. Ross, President, J. B. Brennan, Vice-President, George I. Hurley, Treasurer, W. C. Marshall, General Manager, R. E. Jackson, Division Manager, John R. Caughell, State Supervisor, Barbara E. Smith, Chief Accountant, Zuna Olson, Assistant Accountant. Upon call from the President for consideration of unfinished or new business, no additional business was presented.

By motion carried the meeting adjourned.

(Signed) L. M. SPALDING
Secretary

Plaintiff's Exhibit 485

5038 June 13, 1942

Clyde Foley, Secretary
Oregon State Medical Society
Medical Dental Building
Portland, Oregon

Dear Mr. Foley:

The Columbia County Medical Society at its meeting 6-12-42 signified its desire to participate in the program of the O.P.S. If this meets with the approval of the O.P.S., the members of the local county society are willing to service any contracts written by the O.P.S. in this county. It is, also, the desire of the members of the society to continue servicing any contracts now held by the Multnomah Medical Service Bureau; and, that any contracts held by the Multnomah Medical Service Bureau, that are to be renewed in a satisfactory manner, not be disturbed by the O.P.S. without the expressed consent of the local society. This would mean that the contract now held by the Multnomah Medical Service Bureau at the St. Helens Pulp and Paper Co. is now open for any negotiation the O.P.S. might see fit to carry on. The contract at this mill expires July 31, 1942.

We have expressed our desire to Mr. Marshall of including the hospitalization plan of the Northwest Hospital organization in any possible contract written at the papermill.

Yours very truly,

(Signed) JOHN C. BARTON
Secretary
COLUMBIA COUNTY MEDICAL SOCIETY

Plaintiff's Exhibit 486

5039 June 14, 1942

Mr. Clyde Foley, Executive Secretary
Oregon State Medical Society
Medical Dental Building
Portland, Oregon

Dear Mr. Foley:

At a meeting of the Columbia County Medical Society on June 12, 1942, the members voted to accept the plan which the Oregon Physicians' Service recently presented to us in regard to industrial contracts for Columbia County. We are ready and willing to cooperate fully with this organization, and feel that this plan, with the Blue Cross hospitalization, should provide acceptable medical contracts for our different industrial plants for this county.

Our new officers elected for the coming year at this meeting are: President, Dr. J. H. Flynn, St. Helens; Vice-President, Dr. A. C. McCown, Houlton; and Secretary-Treasurer, Dr. Edward S. Koziol, St. Helens.

Yours truly,

(Signed) Edward S. Koziol, M.D.

Plaintiff's Exhibit 487

5040 June 16, 1942

Dr. L. M. Spalding, Secretary
Oregon Physicians' Service
Astoria, Oregon

Dear Dr. Spalding:

We are enclosing copies of letters from Dr. John C. Barton, retiring secretary, and Dr. Edward S. Koziol, newly elected secretary of the Columbia County Medical Society.

As you will observe from these letters, the Columbia County Medical Society, at its meeting on June 12, 1942, voted to request the Oregon Physicians' Service to negotiate with the St. Helens Pulp and Paper Company with

respect to a contract to provide medical service to its employees.

Very sincerely yours,

OREGON STATE MEDICAL SOCIETY

By (Signed) CLYDE C. FOLEY
Executive Secretary

CCF d
Enclosures

Plaintiff's Exhibit 489

5041 PHYSICIANS AND SURGEONS HOSPITAL ASSOCIATION

Special Meeting of Voting Trustees

Salem, Oregon, January 15, 1943.

The meeting was called to order at 6:00 P. M. in the Marine Room of the Marion Hotel by the President, Dr. D. R. Ross.

Voting Trustees present were as follows: Drs. L. O. Clement, Hugh A. Dowd, C. A. Downs, R. L. Edwards, C. W. Emmons, M. C. Findley, J. H. Garnjobst, H. A. Gueffroy, W. B. Mott, Burton A. Myers, Gussie A. Niles, J. Ray Pemberton, Mary B. Purvine, Ralph E. Purvine, D. R. Ross, L. A. Steeves, H. K. Stockwell, W. N. Thompson and C. D. Wood.

A proxy drawn in the favor of the Secretary and/or President was duly registered from Dr. W. B. Morse.

Proof of due notice of meeting was read by the Secretary.

Attendance payments were distributed to all Voting Trustees present.

Minutes of the special meeting of Voting Trustees held on November 18, 1942 were read and were approved as read after correction on lines one and two of page 2 thereof.

After discussion a motion was made by Dr. L. A. Steeves, seconded by Dr. M. C. Findley and unanimously carried to the effect that the incumbent Board of Directors of the Physicians and Surgeons Hospital Association shall be named intact as the Supervisory Committee for 1943 for the local division of Oregon Physicians' Service. Through this action the Supervisory Committee thereby is constituted as follows: Drs. L. O. Clement, Hugh A. Dowd,

Edgar S. Fortner, A. T. King, W. B. Mott, Burton A. Myers and D. R. Ross.

After discussion a motion was carried unanimously that the details of settlement of a Division Agreement with Oregon Physicians' Service shall be consummated by the Supervisory Committee as named with informal agreement pertaining to several points affecting same and with the understanding that said Division Agreement shall be confined to Salem and environs.

Upon request, Mr. E. E. Rubey, Comptroller of O.P.S., explained numerous points of procedure regarding the operation of an O.P.S. Division.

5042 Mr. R. E. Jackson, Claims Supervisor of O.P.S., explained the newly drawn fee schedule intended for use on a state-wide basis subject to approval by the Co-operating physicians in the various areas involved.

After discussion a motion was carried unanimously that this fee schedule shall be approved for use effective on and after January 1, 1943 in the Salem area. A copy of said fee schedule is attached to this Minute Book next hereto.

Mr. W. C. Marshall, General Manager of O.P.S., explained the case reporting procedures applicable to the Salem area and pointed out that it will not be necessary for Salem physicians to file initial case reports in all cases, such filing being limited to emergency cases and to cases which require operative or other extended procedures.

After considerable discussion of the subject a motion was carried that the Doctors Official Telephone Exchange shall be continued on and after January 1, 1943 on the same basis as followed heretofore.

A motion was carried that the annual dues of all co-operating physician members of the local Division for the Marion-Polk Medical Society shall be paid by the local Division of O.P.S. from moneys owing said cooperating physicians, in approximately the same manner as followed heretofore.

It was suggested informally that 1943 dues probably can be paid from additional medical fees payable to members of the Physicians and Surgeons Hospital Association for work performed during the year 1942.

Upon call from the President for the consideration of unfinished business, no unfinished business was presented.

Upon call from the President for consideration of new business, no new business was presented.

A motion was duly carried that the meeting be adjourned.

(Signed) BURTON A. MYERS
Secretary

Plaintiff's Exhibit 490

5043 *Approved by the Oregon State Medical Society*

MULTNOMAH MEDICAL SERVICE BUREAU

ATWATER 6393 [Emblem] PITTOCK BLOCK

"The Doctor Owned Bureau"

PORTLAND, OREGON

February 1, 1943

Dr. Edward V. Chance, D. O.
Veazie-Gray Building
St. Helens, Oregon

Dear Dr. Chance:

I have had some correspondence with you with respect to treatment of Oregon Physicians' Service cases in the St. Helens area. We are now in receipt of several bills against the Multnomah Medical Service Bureau for the Bureau's cases who have been treated by you in that area within the past month or two.

Both the Multnomah Medical Service Bureau and Oregon Physicians' Service are owned and operated by medical doctors who have signed cooperative agreements with the two organizations mentioned. For this reason and for the further reason that our insurance is confined to liability for practice by medical doctors, we find it necessary except in emergencies to confine our patients in the future to treatment by member physicians. Coverage is not compulsory, since the workman has the election to accept or not to accept. Therefore, we feel justified in requiring members to report to a staff physician for such treatment as he is entitled to under the terms of the contract between the group or employer and either the Bureau or Oregon Physicians' Service.

We are giving you this information in order that you may protect yourself in the future.

Very truly yours,

MULTNOMAH MEDICAL SERVICE BUREAU

(Signed) R. E. JACKSON
Manager

REJ:LR

Plaintiff's Exhibit 491

5044 PACIFIC HOSPITAL ASSOCIATION
Telephone 68

415 Miner Building
Eugene, Oregon

July 23, 1943.

Dr. D. R. Ross
Oregon Physicians' Service
Salem, Oregon

Dear Doctor:

We are taking this means of expressing our appreciation for your interest in coming down here with Mr. Marshall to meet with us and explain the various ramifications of Oregon Physicians' Service at our meeting in June.

Following our meeting in June with you the Board of Directors of this Association met again and held a very thorough discussion regarding the possibilities of closer relationship between Oregon Physicians' Service and this Association.

As a result of that meeting the following resolution was adopted unanimously by the Board of Directors:

"Resolved: that the Pacific Hospital Association is ready and willing to affiliate itself with Oregon Physicians' Service to every extent possible in order to effect a more closely knit and well united organization to forestall any further inroads by agencies other than professional ones, all of the above to be done as a matter of cource without actual consolidation between the two groups. When, and if, Oregon Physicians' Service have other more vital and compelling reasons for consolidation and would like to submit them to us, we would like them to do so."

We hope that this will give you a fair understanding of our position in this matter and that any future possibilities for working out some legal plan of amalgamation will be submitted to this body.

Very truly yours,

PACIFIC HOSPITAL ASSOCIATION

/s/ C. D. Donahue

C. D. Donahue, Chairman
Board of Directors

Plaintiff's Exhibit 493

5046 June 5, 1944

Oregon State Dental Association
Portland,
Oregon

Gentlemen:

At the request of Dr. S. C. Robinson, we address this letter to your 1944 convention in order to clarify the position of Oregon Physicians' Service respecting the dental provisions of our medical coverage contracts.

O. P. S. does not provide a complete dental service on a prepaid basis as a part of its medical contracts. Our contracts specifically provide that dental care shall be limited: simple extractions of not more than four teeth for the purpose of immediate relief of pain are allowed, and additional extractions are provided in conjunction with the medical treatment of a systemic illness; treatment of acute gum trouble and Vincent's Angina is also furnished. Surgical removal of impacted and unerupted teeth and treatment of pyorrhea are not provided for in our contracts.

Whenever feasible, we endeavor to have our members present themselves for dental care with authorization for treatment provided in advance.

Dr. Robinson has requested some statement from O. P. S. regarding our attitude on having our members treated by the so-called advertising dentists. This poses a problem that is very difficult for us to handle in a practical manner so long as this type of dentist currently enjoys such a volume of dental practice. Many times our members obtain authorization from their employers' payroll departments to proceed to a doctor for medical attention,
5047 but the member actually desires that authorization slip to obtain dental care at our expense. This procedure is perfectly proper in accordance with our contract terms. So long as we have had no roster from your association which lists only those dentists who are willing to accept O. P. S. members as patients and to bill O. P. S. therefor, it is impossible for us to refuse responsibility for service that our members obtain from the advertising dentists.

As a practical suggestion, O. P. S. offers to publish a list of Association dentists who have specifically agreed to serve O. P. S. patients. Such a list could be incorporated in our next list of O. P. S. physicians as the O. P. S. dental

staff. Were this accomplished, it would be easier for us to direct O. P. S. dental work through the offices of the ethical dentists, thereby completely eliminating the relatively small proportion of dental care now being done by the advertising dentists. We shall welcome an opportunity to follow through on this suggestion if it should meet with favor at your convention.

We sincerely desire the dentists of Oregon to communicate with us when administration of our contracts appears to work a hardship upon the dentist; it is our aim to minimize the sources of possible confusion in handling dental service problems of our 85,000 subscribers.

Yours very truly,

OREGON PHYSICIANS' SERVICE

(Signed) E. E. RUBEY
Comptroller

EER:LR

COPY

Plaintiff's Exhibit 494

5048 OREGON PHYSICIANS' SERVICE

INTER-OFFICE CORRESPONDENCE

TO: WILLARD MARSHALL DATE March 10, 1944

FROM: J. E. HARVEY SENT FROM

SUBJECT:— SUPERVISORY COMMITTEE MEETING, March 8, 1944.

Dr. Harold Blosser this morning reviewed the action taken in the recent Supervisory Committee Meeting and asked me to report to you. The following are the items considered by the Committee:

1. The Committee asks that the fee for spinal anesthesia be raised from $10.00 to $15.00.

2. The Committee requests that the management of O.P.S. prepare recommendations as to what action the Committee should recommend to the County Council with respect to continued operation of the Vanport City Hospital, and with respect to increasing the premium rates on the Shipyard con-

tracts when the contracts come up for renewal in May and June of this year.

3. The Committee wishes a brief listing of what the management considers the "grossly unethical" practices followed by the Industrial Hospital Asspciation. As examples, Dr. Blosser quoted the use of osteopaths and chiropractors in the Astoria and St. Helens areas and mentioned something concerning the Willamina situation.

4. The Committee asks that O.P.S. notify Drs. Raymond Kaupp and Paul F. Lacey that in view of the fact that they are not limiting their practices to genito-urinary diseases, the Committee has requested the management to transfer their names from the list of genito-urinary specialists to the general panel.

5. The Committee recommends that O.P.S. contracts be simplified with the idea in mind that staff physicians should be able to distinguish with greater facility, what diseases are covered and what are not covered.

6. The Committee authorized Dr. Harold Blosser to appoint a membership committee. The purpose of this committee will be to contact those members of the County Medical Society who are not O.P.S. staff men, but who, in the opinion of the Committee, should be on our cooperating list.

7. The Committee asks the management of O.P.S. to notify the following doctors that all members of the O.P.S. staff must belong to the County Medical Society, and that the Committee has requested us to notify them that if they wish to continue as
5049 O.P.S. staff doctors, they must file for membership in the County Society immediately: Dr. H. J. Lawrence, Dr. G. T. Harpole, Dr. W. F. Gowen, Dr. C. M. Fragee, Dr. G. W. Tameisie, Dr. T. J. Fox. ("Suggest status of these men be double checked with Medical Society").

8. The Committee requests that an open meeting of all O.P.S. stock holders be held May 1, 1944. The purpose of the meeting would presumably be to discuss the financial policy, although Dr. Blosser did not elaborate on this point. The Committee

recommended that a small panel of consultants in the various specialty branches be established and that the management of O.P.S., the Supervisory Committee, or the Medical Advisor could refer difficult or problem cases to this panel on a consulting basis with a possible fee limitation of $50.00.

9. Dr. Blosser said that he would like to talk to you in the near future and at your convenience.

J. E. H.

Plaintiff's Exhibit 496

5050 WASHINGTON COUNTY MEDICAL SOCIETY

HILLSBORO, OREGON

May 25, 1946

Oregon Physician Service
471 Pittock Block
Portland, Oregon

Gentlemen:

The Washington County Medical Society, on a recent poll of the membership, is in favor of the surgical and hospital family coverage plan as proposed in your recent communication.

Furthermore, since an insurance company and the Blue Cross are becoming more active in this territory we feel that early activity on the part of O.P.S. is advisable.

Respectfully,

(Signed) A. O. PITMAN
A. O. Pitman, M. D.
Pres., Wash. Co. Med. Soc.

P.S. Dr. Kauffman suggests an early contact with the Forest Grove Hardware Company of Forest Grove, Oregon as they are desirous of coverage of some type.

Plaintiff's Exhibit 497

5051

DR. T. HOMER COFFEN
DR. CHARLES W. COFFEN
DR. JOHN J. KRYGIER
DR. CHARLES E. LITTLEHALES

INTERNAL MEDICINE

707 Standard Insurance Building
812 S. W. Washington Street
Phone BEacon 7214
Portland 5, Oregon

October 1, 1948.

Mr. J. H. Harvey, Manager,
Oregon Physicians' Service,
1214 S. W. 6th Avenue,
Portland, Oregon.

My dear Mr. Harvey:

I have refused to be on the panel of the Oregon Physicians' Service because fees allowed for Internists have been ridiculously small. The fee schedule makes it impossible for me to participate in your activities. A good example has just come to my attention.

Mr. Spencer Greatwood appeared in my office for a complete physical check-up on July 6. He was taken care of by Dr. Charles Coffen, who is on your panel. Mr. Greatwood's problems were complicated and necessitated very careful investigations. A complete study was made in the way of history and physical examination and in our opinion it was necessary to have x-rays examination of the chest by fluoroscopic examination and an A.P. film because there was some question of heart involvement. Fluoroscopic examinations are made by us in the orthodiagraphic positions. It was also necessary to have x-ray examination of the stomach, the duodenum and of the gall bladder and electrocardiograms were necessary. According to our itemized ledger card the charges were as follows: (Your fee schedule)

Complete physical examination	$15.00
Fluoro. of chest and A.P. film Stomach, duodenum and G.B.	50.00
E.K.G.	7.50
Diagnosis	3.00
	$75.50

The $3.00 charge for the "diagnosis" is not my usual one because I spend from ½ to one hour at this time explaining all findings and discussing methods of treatment. As a result of our examinations it was obvious that his difficulty was due to an abnormality of the cardiac end of the stomach and chronic cholecystitis.

When we received your check September 14 it was for $39,88, which does not even pay us for laboratory work. Our total charge, as you will notice, is $75.50, which is less than my usual charge.

This particular case is one of many others where your check has been hardly more than enough to pay laboratory fees.

I wish I could have you and the officers of the O.P.S. realize that Internal Medicine is a specialty requiring years of study and experience. We are specialists doing as important a job as the specialist in surgery, orthopedics, eye, ear, nose and throat disease or any other special branch of medicine.

5052 It has been our custom for years to do our own laboratory work and to have our own laboratory equipment because we must have accuracy in all examinations. Our x-ray work is exact. Dr. Littlehales is our expert on gastro-intestinal examination.

It is your custom to pay full fees for x-ray and laboratory tests to hospitals and I fail to see why we should contribute our services and not be paid for them. In other words, it seems to me you should pay us the regular fees for laboratory and other examinations just as you do the hospitals.

Just why we should have cut-rate fees in order to fight hospital associations (it was the original purpose in organizing the O.P.S.), I can not see, but I do wish you to bring this letter before the attention of your board and see if some just method of compensation can be arrived at for Internists.

Very truly yours,

(Signed) T. Homer Coffen
T. Homer Coffen, M. D.

THO:AFP

P. S.

If your fee schedule were adhered to that would be something! Just why the doctor should bear the brunt of 30 to 40% of the cut-rates in these times of prosperity I can't understand.

THC

Plaintiff's Exhibit 498

5054

STATE SECTIONS

OREGON STATE MEDICAL SOCIETY

[Emblem]

SEVENTY-FIRST ANNUAL MEETING

PORTLAND, 1945

STATE MEDICAL SOCIETY COUNCIL

SUPPORT OUR PHYSICIAN LEGISLATORS

During the past several sessions of the Oregon legislature, it has been very fortunate that several members of the medical profession have made the sacrifice entailed in leaving their practices for legislative service of approximately three months. About 10 per cent of all bills introduced in recent sessions have had medical implications. The special knowledge which only physicians have is vital to the sound consideration of this legislation. The passage of a number of good measures and defeat of many more unsound bills have been largely due to the activity of our physician legislators.

Among these, F. H. Dammasch of Multnomah County, a past-president of Multnomah County Medical Society, who was a member of the Joint Ways and Means Committee and chairman of the House Committee on Medicine, Pharmacy and Dentistry at the 1943 Session, is again a candidate in the November election. Dr. Dammasch also served in the 1933 session. He has played an important part in the passage of sound medical legislation.

William T. Johnson of Benton County, one of the state's outstanding physicians and a former president of Oregon State Medical Society, is also a candidate for the House and would render invaluable service because of his broad knowledge of public affairs.

James A. Best of Umatilla County, holdover Senator, is one of the veteran members of the Senate, having served in the 1935, 1937, 1939, 1941, and 1943 sessions. He also served as Representative in the 1933 session. Dr. Best has also been most helpful in dealing with measures relating to public health and medical practice.

Joel C. Booth of Linn County, a past president of Central Willamette Medical Society, is also a holdover Senator. Dr. Booth is also a senior Senator with service in the 1931, 1933, 1939, 1941, and 1943 sessions.

William A. Moser of Josephine County is a new candidate for the Senate and would make a valuable addition to the Legislature.

While not physician legislators, there are a number of members of allied professions offering their services, whose previous experience and judicial attitude makes their support by the medical profession advisable.

Jack Lynch, manager of the Portland Retail Druggists Association and the Oregon State Pharmaceutical Association, is a candidate for reelection to the Senate from Multnomah County. Mr. Lynch has been very helpful in the passage of sound medical legislation and the defeat of the contrary type.

Fred A. Hellberg, Astoria druggist, represented Clatsop county in the 1943 legislature and merits further support. Burt K. Snyder, retired druggist of Lakeview, represented Lake and Deschutes counties in the legislatures of 1939, 1941 and 1943, and is a proven legislator.

Members of the Society in the counties concerned are fortunate in having the opportunity to support these candidates.

* * * * *

5055 * * * * *

HOUSE OF DELEGATES HAS BUSY SESSIONS

Oregon's House of Delegates assembled in two breakfast meetings before the scientific program scheduled for September 2 and 3, despite the controversial nature of many of the subjects, disposed of several matters affecting the medical profession of Oregon. A summary of the actions taken is as follows:

1. Voted to support the Miller Bill and to urge the Oregon Delegation in Congress to support this bill which provides for the transfer of the health activities of the Children's Bureau to the Public Health Service and the Social Security Agency.

2. Voted to appoint a committee of two members to cooperate with a similar committee of the State Board of Health in a study of the needs of patients suffering from incurable diseases.

3. Voted not to approve the physical restoration program of the State Board of Education.

4. Voted to hold a spring meeting of the House of Delegates entirely apart from the Annual Session and voted to